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BC/6217

**COLLECTIVE BARGAINING  
AGREEMENT**

*between*

**THE BOARD OF EDUCATION  
OF THE**

**SOUTH HUNTINGTON UNION FREE  
SCHOOL DISTRICT**

*and the*

**UNITED PUBLIC SERVICE EMPLOYEES  
UNION**

**July 1, 2004 - June 30, 2008**  
RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JAN 17 2007

**ADMINISTRATION**



## PREAMBLE

AGREEMENT, made and entered into this 9<sup>th</sup> day of November, 2005, by and between the Board of Education of South Huntington Union Free School District, Town of Huntington, Weston Street, Huntington Station, New York, (designated as the "Board"), and United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779, (designated as the "Union")

WHEREAS, the Board has recognized the Union as the majority representative of its custodial, maintenance and transportation employees, for the purpose of collective negotiations and the settlement of grievances; and

WHEREAS, pursuant to said recognition, and the Union's request for negotiations and its submission of written proposals for contract terms and conditions, the parties have met and negotiated collectively over the wages, hours and terms and conditions of employment in the unit of employees named above, and have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, in consideration of mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE 1 RECOGNITION OF UNION

The Board recognizes the Union as the sole and exclusive bargaining agent, during the period of implementation of this Agreement, for its custodial, maintenance and transportation employees.

## ARTICLE 2 DUES DEDUCTIONS

**Section 1** - The Board agrees to deduct from the wages of the employees covered by this Agreement, each month, the regular dues for membership required by the Union provided that those employees have individually and voluntarily authorized the Board in writing to make such deductions.

**Section 2** - Deductions authorized by an employee shall continue as authorized unless and until he notifies the Board of his desire to discontinue or change such authorization. Notification of discontinuance of deductions shall be in writing in duplicate signed by the employee and submitted to the Board and on receipt of same the Board shall immediately forward one copy to the Union. The rights of the Union and the employee under this Article shall be in conformity and consistent with the requirements of

Paragraph 93 (b) of the Municipal Law and Chapter 392 of the Laws of New York, 1967.

**Section 3** - In the event that earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

**Section 4** - The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article, or in reliance of any list, notice, or assignment furnished under any provision of such.

**Section 5** - Every member of the negotiating unit who is not a member of the Union shall pay to the Union an Agency Shop fee deduction. The District shall not be liable to see to the proper application of such funds by the Union.

The Union agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys fees that may accrue as a result of the aforesaid agency fee provisions, by reason of any action or suits brought against the District by an employee in the unit aggrieved by the implementation of said agency fee provisions. Furthermore, the Union will participate in all legal actions or proceedings brought which relate to the aforesaid agency fee provisions to the fullest extent possible.

### **ARTICLE 3** **PROBATIONARY PERIOD**

New employees shall be placed on probation for a period of one hundred eighty (180) calendar days. At the end of this period of time, the employee, if retained, shall become a permanent employee and seniority shall date from the first day worked.

Transferred employees, whose transfer is considered a promotion, shall be on probation for sixty (60) days. A transferred employee whose work is considered unsatisfactory by Administration shall be returned to his previous job. Such return shall not be subject to the grievance procedure. A transferred employee may also request his return to the previous job during the probationary period and such request shall be granted.

### **ARTICLE 4** **WAGES**

The wages for the employees covered by this Agreement during the term hereof shall be set forth in Appendix "A" to this Agreement.

**ARTICLE 5**  
**PRIOR BENEFITS AND CONDITIONS**

**Section 1** - A prior benefit, practice, or condition of employment shall be defined and limited to those benefits, practices or conditions which have been conferred by the Board as an affirmative policy or benefit, rather than practices or conditions which have developed and which can be loosely described as beneficial, but which are, in reality, merely the product of unenforced contract provisions, laxity in administrative practice or suspension, etc.

**Section 2** - No part of this Agreement shall be construed to preclude the Board from giving any further benefits to its employees, upon prior notification to the Union.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

**Section 1** - The Union recognizes its responsibility to at all times act in good faith in carrying out any and all provisions of this Agreement.

**Section 2** - The Union recognizes the right of the Board and Administration to direct and control management policies subject to the obligations of the Agreement. Employees will cooperate with management within the obligations of this Agreement to facilitate efficient operation.

**ARTICLE 7**  
**STRIKES AND LOCKOUTS**

**Section 1** - During the term of this Agreement the Union and its members collectively agree that they shall not engage in any work stoppage or strike. The Board agrees not to lock-out its employees during the term of this agreement.

**Section 2** - Nothing herein shall be construed to limit the power or right of the parties to apply for injunctive relief pursuant to the provisions of the Public Employment Relations Law.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

The grievance procedure herein below set forth shall apply to all employees covered by this Agreement.

- Section 1** - Any employee having a grievance in connection with his work shall in the first instance take the matter up with his immediate supervisor, who shall orally and informally discuss the grievance with him and attempt to resolve it. The supervisor shall render his determination to the aggrieved employee within fifteen (15) days after the grievance has been presented to him.
- Section 2** - If the matter has not been resolved to the satisfaction of the aggrieved employee by virtue of his supervisor's decision, the employee may then file his grievance in writing with the head of his immediate department within fifteen (15) days after his supervisor's decision. The matter shall then be immediately taken up by the head of the immediate department, together with the employee and the Union Shop Steward concerned, and a decision rendered by the head of the department within fifteen (15) days after receipt of the written grievance.
- Section 3** - If the grievance is not satisfactorily resolved at this stage, the matter shall then be referred within fifteen (15) days after the department head's decision to a joint committee consisting of two (2) persons each to be designated by the Board and the Union. The joint committee shall, within fifteen (15) days of receipt of the written grievance, render its decision.
- Section 4** - If the grievance is not satisfactorily resolved at the joint committee level, the matter shall then be submitted by the committee, within fifteen (15) days after its decision, to the Board of Education or to a committee of said Board, which shall, within fifteen (15) days after receipt of the written grievance, render its decision, which shall be final and binding on all parties.
- Section 5** - Notwithstanding the foregoing, it is agreed between the parties that where a grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, rather than individual employee's grievance in connection with his work, the matter may be referred in the first instance to the joint committee provided for above and further, that if same is not resolved by the joint committee and is in turn referred to the Board or any Committee thereof, the matter shall, if not resolved by the Board to the satisfaction of all parties, then be submitted for binding resolution by a third party, who shall be mutually agreed to by the Board and the Union. Third parties shall include the American Arbitration Association and PERB. The time period for responses shall be the same as indicated in Section 3 and 4 above.

**Section 6** - No reprisals of any kind shall be taken by either party or by any member of the Administration against any party in interest or participant in the grievance procedure by reason of such participation.

**Section 7** - Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

**Section 8** - The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedures, provided, however, that nothing contained herein shall deprive any employee of any legal rights which he presently has.

## **ARTICLE 9** **HOURS OF WORK WEEK**

**Section 1** - Except as set forth below in Section 3, the normal work week for all regular full-time day custodial, maintenance and transportation employees covered by this Agreement shall be five (5) days, Monday to Friday inclusive, consisting of forty (40) hours per week, on the basis of eight (8) hours per day, exclusive of lunch.

**Section 2** - The above described employees shall work in any of the following shifts:  
(a) day shift; (b) evening shift; (c) night shift.

**Section 3** - There shall also be a Tuesday to Saturday work week for one (1) maintenance and one (1) grounds worker hired after ratification of this Agreement. It is expressly understood that work on Saturday for those employees on the Tuesday to Saturday schedule shall be paid straight time. The parties acknowledge that there may be a different hourly schedule for work on Saturday versus work on Tuesday to Friday, to be discussed with the Union. All other scheduling issues relating to the Tuesday to Saturday workweek shall be discussed with the Union.

**Section 4** - Summer hours for the transportation staff shall be 7:00 a.m. to 3:30 p.m. with one-half (½) hour for lunch.



## **ARTICLE 10**

### **DISCHARGE**

Nothing in this Agreement shall be construed as limiting the right of the Board to discharge any employee for just cause. The Union reserves the right to dispute any discharge and to process same through the grievance machinery provided in this Agreement, provided such employee has completed his probationary period.

## **ARTICLE 11**

### **OVERTIME**

- Section 1** - All overtime must be authorized by Administration, which does not guarantee that there shall be any overtime.
- Section 2** - All overtime shall be assigned on a rotating, non-discriminatory basis among full-time employees within the Department, by building, classification, skill required, and then, if necessary, by district-wide selection by seniority.
- Section 3** - Overtime shall be paid at the rate of time and one-half and shall be computed on a daily and weekly basis; however, overtime shall not be pyramided, and no employee shall receive both daily and weekly overtime for the same hours worked.
- Section 4** - The rate of time and one-half shall be used in computing overtime occurring Monday through Saturday.
- Section 5** - All worked performed on a Sunday shall be paid at the rate of double time.
- Section 6** - All overtime pay to be paid in current pay period, provided same is reported to the Payroll Department not less than five (5) working days prior to pay day.
- Section 7** - Saturday bus trips shall be assigned on a rotating, non-discriminatory basis among all drivers (F/T and P/T) within the Department. Payment for all hours up to 8 or 40 within the workweek, Monday - Saturday, shall be at straight time rates.
- Section 8** - Drivers who report for a weekend field trip bus run, which has been canceled without notification to them, shall receive pay for two (2) hours.

**Section 9** - Two hours of time and one-half overtime will be paid to Head Custodians, or others, assigned to check boiler operations on weekends. The purpose of these checks is to make certain that classrooms and other spaces are at the proper temperature at school starting time.

The Supervisor of Buildings and Grounds will determine when to start and stop these checks during the school year.

## **ARTICLE 12** **EMERGENCY WORK**

**Section 1** - It is hereby agreed that the Union and its members shall extend cooperation to remedy an emergency.

**Section 2** - When an employee is called in to perform work in an emergency, this is, for work outside his normal working hours when he has not otherwise been asked to come in at a specific time, he shall be paid at time and one-half for such work and shall be guaranteed at least two (2) hours of such work. Such emergency work shall be limited to the emergency work for which he was called in.

**Section 3** - The parties agree that in the event the two (2) hour period has not expired prior to the employee's start of his regular work shift, then the special emergency work pay and guarantee provision shall be superseded by the employee's regular working shift pay.

**Section 4** - In June of each year of this contract, unit members who regularly report to work for snow removal when called in by their supervisor shall be paid a total of \$150 for their efforts during the snow removal season. "Regularly" means that the employee must not miss one call-in.

## **ARTICLE 13** **HOLIDAYS**

**Section 1** - There shall be thirteen (13) paid holidays for all twelve (12) month employees. Holidays shall be designated prior to June 1 by Administration, after discussions with the Union, for the following school year.

**Section 2** - Should any holiday set forth in this Agreement fall on a Sunday and is generally observed in the County of Suffolk on the following Monday, said Monday shall be deemed to be the holiday for the purpose of this Agreement, unless school is in session on that day. Should a holiday set forth in this Agreement fall on a Saturday, the parties shall mutually agree

on another day. In such event, the parties shall by mutual agreement designate a different day during the school year to serve as a paid holiday. It is the intent of the parties that where such designation becomes necessary, a day shall be designated when school is not in session.

**Section 3** - All employees required to work on a holiday shall receive time and one-half pay in addition to their regular holiday pay.

**Section 4** - The holidays provided for in this Agreement shall be posted on bulletin boards in a conspicuous place.

**Section 5** - Part time bus drivers will receive ten (10) paid holidays each year, payment based on scheduled work hours.

#### **ARTICLE 14** **SICK LEAVE**

**Section 1** - All twelve (12) and ten (10) month full-time employees, on probation, shall receive during their first sick leave credit at the accrual rate of one day per month of completed service during the probationary period (total 4). Upon successful completion of the probationary period, additional sick leave credit shall be granted at the accrual rate of one and one-half (1½) days per month for full months between the end of the probationary period and June 30. Such credit shall be granted upon conclusion of their probationary period.

**Section 2** - All twelve month full-time employees who have completed their probationary period shall be entitled to eighteen (18) days sick leave per year, effective July 1, with unlimited accumulation.

**Section 3** - All ten month full-time employees who have completed their probationary period shall be entitled to fifteen (15) days sick leave per year, effective September 1, with unlimited accumulation.

**Section 4** - Part-Time Drivers hired prior to September 1, 1988

- a) Regular part-time transportation employees who have completed their probationary period shall be entitled to five (5) days sick leave per year, effective September 1, with unlimited accumulation (one-half day for each full month between hiring and June 30). Sick leave credit during the first year to June 30 shall follow the same procedures as for twelve and ten month full time employees. After two (2) years employment, effective September 1, sick leave entitlement shall increase to ten (10) days per year.

- b) Regular part-time transportation employees who have completed four (4) or more years of continuous service as of September 10 and working twenty (20) hours or more per week, shall receive the same sick leave accrual as ten (10) month full-time employees (15 days/year). A request by the part-time bus drivers for less than 20 hours per week shall disqualify the driver for this benefit effective with the hourly change.

**Section 5** - Part-Time Drivers hired after September 1, 1988

- a) For the two (2) year calendar period after employment there will be no payment for absence due to sickness.
- b) During the 3rd and 4th calendar year after employment, sick leave payment will be made on the basis of service with maximum usage and payment limited to five (5) days per year.
- c) Commencing with the fifth (5th) calendar year of employment, the sick leave granted shall be as listed below plus the banked one-half days.

5th year - 6 days  
6th year - 7 days  
7th year - 8 days  
8th year - 9 days  
9th year - 10 days

- d) For those employees whose work year commences during the calendar year, the applicable sick leave (a-c) shall be prorated for the year.
- e) Sick leave effective with the ninth (9th) year of employment shall be limited to ten (10) days per year.

**Section 6** - Employees who report for work but leave because of illness prior to completion of the first half of their shift shall be charged one-half day against their sick leave entitlement; such employees who leave during the second half of their shift, however, shall not be charged with any time against sick leave. Apparent abuses of this policy will require the employee to produced a doctor's certificate to attest to the illness.

**Section 7** - On or about September 1 of each year, the Board agrees to provide to each employee covered by this Agreement, on request, a statement of the accumulated sick leave to such employee's credit.

**Section 8** - When personnel have deducted time from accumulated sick leave due to on-the-job "temporary disability" and have been paid by the District for such time taken, all reimbursement received from Workers Compensation for such disability must be returned to the District. In such instances, sick leave credit will be made on a proportionate basis.

**Section 9** - Full-time employees who have catastrophic illness (i.e., heart attack, stroke, etc.) will be granted sick leave, after all accrued sick leave and vacation days have been used, as follows:

Employees with 5 or more years of service - a pay for a period of up to 6 months.

Employees with 8 or more years of service - ½ pay for a period of up to 6 months.

**Section 10** - Extended sick leave may be granted to an employee who has used all sick leave and vacation credits, and such absence is not considered as a catastrophic illness. Such grant is limited to thirty (30) days at one-half (½) pay and is not subject to the grievance procedure. Consideration for this extended sick leave shall include part-time transportation employees also.

## **ARTICLE 15** **VACATION**

**Section 1** - A. Full-time (12 month) employees who have completed their first fiscal year of employment, shall be granted fifteen (15) working days of vacation with pay, computed on the basis of 1¼ days of vacation per month of service. Vacation for employees who have completed six (6) years or more of service prior to July 1 of any current year shall be computed on the basis of 1b vacation days per month of service, thus providing up to a maximum of one additional week of vacation. Part-time (12 month) employees will be granted prorated vacation on the basis of time served.

B. Employees shall be permitted to carry-over five (5) vacation days annually to a maximum of fifteen (15) days plus the current years accrual.

**Section 2** - Employees who have served less than one (1) year by July 1 of any current year will be granted accrued vacation days to be taken the following fiscal year, as shown on the following table:

<u>Date of Hire</u>	<u>Vacation Entitlement</u>
January 1 thru June 30	0 days
December 1 thru December 31	4 days
November 1 thru November 30	5 days
October 1 thru October 31	6 days
September 1 thru September 30	9 days
August 1 thru August 31	10 days

**Section 3** - Vacation preferences shall be governed by seniority within each department.

**Section 4** - Evening and night shift employees will receive shift differential included in their vacation pay.

**Section 5** - A. Regular part-time transportation employees, who work twenty or more hours per week, shall be granted vacation days with pay as follows:

<u>After Completion of Continuous Service</u>	<u>Effective July 1 (12 mos.) Effective Sept. 1 (10 mos.)</u>
After one year	1 day
After two years	2 days

B. Part-time bus drivers with four (4) or more years of continuous service as of September 10 and working twenty (20) hours or more per week, shall be treated as ten (10) month employees for vacation purposes. (For example, 7 years continuous service working 5 hours per day, will receive 16 vacation days pay). A request by the part-time bus drivers for less than 20 hours per week shall disqualify the driver for this benefit effective with the hourly change.

Vacation pay shall be paid to the part-time drivers upon conclusion of the school year and the drivers must be on the payroll at year-end to receive payment (no proration). This vacation payment will be prorated.

C. A snow day appearing on the calendar which is not utilized and which is paid for with no work performed shall count as a vacation day, for part-time bus drivers.

**ARTICLE 16**  
**HEALTH, DENTAL AND LIFE INSURANCE PLANS**

**Section 1 - Health Insurance**

The Board agrees to provide a health insurance plan for all regular employees who work twenty (20) hours or more per week and are covered by this Agreement including dependents. All employees shall contribute five (5%) percent of the premiums for single and family coverage for the period July 1, 2004 to June 30, 2005. Effective July 1, 2005, all employees shall contribute seven (7%) percent. Effective July 1, 2006, all employees shall contribute eight (8%) percent. Effective July 1, 2007, all employees shall contribute ten (10%) percent. Administration shall have the right to designate the insurance carrier, including self-insurance, as long as the benefits in effect at the time of the change in carriers do not decrease.

New hires hired after July 1, 2005, will pay twelve and a half (12½%) percent of the premium for single and family coverage. After three years of employment, said employees' required contribution shall be ten (10%) percent.

Any employee who opts to cancel their health insurance policy will receive quarterly cash payments equal to fifty (50%) percent of the District's annual single or family premium effective with the first full quarter after such declaration.

An employee who selects this option shall have the right to re-enter the health insurance plan upon ninety (90) days notice to the District.

Employees hired subsequent to August 7, 1996 shall be eligible for coverage under the healthcare plan after six (6) months of employment.

School bus drivers shall be eligible for coverage under the Healthcare Plan after one (1) month of employment.

All other employees (excluding Bus Drivers) thereafter hired shall be eligible for coverage under the Healthcare Plan after three (3) months of employment.

**Section 2 - Dental Insurance**

The Board agrees to provide a fully paid dental plan, for employees and their dependents, for all regular employees who work twenty (20) hours or more per week and are covered by this Agreement.

The Dental Plan shall be the same Plan offered Teaching and Administrative personnel. Should the District agree to improve the Plan on a District wide base said improvements shall be afforded unit employees.

### **Section 3 - Life Insurance**

The Board agrees to continue to maintain a fully paid group life insurance plan for the employee covered by this Agreement as per the schedule shown below:

ANNUAL COMPENSATION	LIFE INSURANCE	ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE
Less than \$5,000	\$ 2,000	\$ 2,000
\$5,000 & less than \$7,500	\$ 3,000	\$ 3,000
\$7,500 & less than \$10,000	\$ 5,000	\$ 5,000
\$10,000 & less than \$12,500	\$ 8,000	\$ 8,000
\$12,500 & less than \$15,000	\$10,000	\$10,000
\$15,000 and over	\$12,000	\$12,000

### **Section 4 - Retiree Health Coverage**

The District hereby agrees to provide all eligible bargaining unit employees with retiree health insurance as follows: Employees hired on or prior to August 7, 1996, shall receive retiree health coverage with 95% of the individual or family plan paid by the District and the remaining 5% paid by the retiring employee. Employees hired subsequent to August 7, 1996 shall receive retiree healthcare insurance into retirement with 60% of the premium cost paid by the District and 40% of said cost absorbed by the employee. Each retiring employee shall receive a healthcare retiree contract (Appendix "C").

Effective July 1, 2005, employees hired on or prior to August 7, 1996, shall be required to contribute a percentage for premiums into retirement not less than the percentage which the employee contributed in his/her last year of active employment in the District. Notwithstanding the above, employees retiring or before September 30, 2005, these employees hired on or prior to August 7, 1996, shall receive health coverage into retirement in the amount he/she paid prior to July 1, 2005. Those employees hired



after August 7, 1996, shall receive retiree healthcare insurance into retirement with sixty (60%) percent of the premium cost paid by the District and forty (40%) of said cost absorbed by the employee.

#### **ARTICLE 17** **LONG TERM DISABILITY**

The District will provide the same Long Term Disability Insurance coverage for employees working 20 hours or more as granted to other employee units under the same terms and conditions for employee contribution.

#### **ARTICLE 18** **TERMINAL LEAVE PAYMENT**

Full-time employees are eligible for terminal leave pay upon retirement if they have completed a minimum of fifteen (15) continuous years of service in South Huntington and are age 55 and have advised the District in writing by February 1 for a June 30 retirement date or five (5) months in advance of their planned retirement date if different than June 30. Employees must be eligible for retirement under the New York State Employees Retirement System. An employee who vests his rights is not eligible for this benefit.

Terminal leave pay shall be calculated as follows:

The employee's accumulated sick leave as of the end of the school year (June 30) in which he retires or the June 30 accumulation of the previous year if the retirement is not on June 30, up to a maximum of one hundred and fifty (150) days, times forty (40) percent, times the daily rate of pay (maximum payment sixty (60) days).

For the employees having perfect attendance during their last year of employment prior to retirement, the maximum payment for terminal leave pay shall be seventy-two (72) days.

#### **ARTICLE 19** **RETIREMENT**

The Board agrees to continue to maintain the retirement benefit plan (75-i) currently in force under the New York State Employees Retirement System.

**ARTICLE 20**  
**LONGEVITY PAY**

An amount equal to one thousand (\$1,000) dollars per year shall be granted to each full-time and part-time employee, working twenty-five (25) or more hours per week, after completion of fifteen (15) continuous years of service and one thousand five hundred (\$1,500) dollars for employees with twenty (20) years of continuous service with the District. Payment of the longevity amount will be prorated from the anniversary date to the following June 30. The total amount of the longevity payment shall be paid as a separate check on the last pay day in June.

**ARTICLE 21**  
**VACANCIES AND PROMOTIONS**

**Section 1** - The definition of "Promotion" shall mean an increase in base pay.

**Section 2** - The Board agrees that wherever possible vacancies shall be filled and promotions shall be made from within the District from among qualified individuals. Promotions shall be governed by the ability of the employee to perform. In a case where two or more individuals within the District are equally qualified, seniority shall prevail.

**Section 3** - All job and shift openings and promotions shall be posted and all employees in the unit shall have the opportunity to bid on same before persons outside the District are hired to fill the positions.

**Section 4** - An employee who is promoted to a different job category shall suffer no reduction in pay on the occasion of such promotion and shall retain the greater of his own previous pay or pay provided for the job.

**ARTICLE 22**  
**JOB POSTINGS**

**Section 1** - Available positions shall be posted for a period of five (5) work days and the Union shall be advised regarding disposition of job postings.

**Section 2** - The District may employ up to three (3) maintenance mechanic positions for the evening shift. After posting these positions to these employees, the District may then hire to fill these positions.

**ARTICLE 23**  
**ASSIST IN ASSAULT OR CIVIL CASES**

Non-teaching employees shall be required to report all cases of assault suffered by non-teaching employees and/or civil actions filed against them in connection with their employment. The school attorney shall be available to inform the employee of his rights under the law, and assist the employee as deemed necessary.

**ARTICLE 24**  
**SHOP STEWARDS**

- Section 1** - The Union shall have the right to elect a shop steward for each department, except for custodians, who shall have a shop steward for each building.
- Section 2** - Shop stewards shall be elected under the terms of the constitution and by-laws of the local union. The Union shall furnish a list of the names of the shop stewards to the District.
- Section 3** - The shop steward designated by the Union shall have normal shop steward privileges. That is, the District shall not unreasonably deny him the opportunity during working hours to investigate grievances or to provide new employees with Union forms, when this cannot be accomplished outside of working hours.
- Section 4** - Up to an aggregate of four (4) paid days shall be provided to unit Shop Stewards annually to attend UPSEU sponsored training seminars.

**ARTICLE 25**  
**VISITATION**

- Section 1** - The Union, through its representatives, shall have the right to visit the schools in the District.
- Section 2** - The Union shall, prior to visiting the District, notify the Superintendent of Schools or his designated representative.
- Section 3** - The Union representative shall at all times confine his visits to Union business and at no time interrupt service.

**ARTICLE 26**  
**CLASSIFICATION**

**Section 1** - Employees covered by this Agreement shall be classified in the categories as shown in Appendix "A" of this Agreement.

**Section 2** - Should an employee be designated by his superior to assume the responsibilities of a higher paying classification, commencing with his fourth consecutive day at such higher classification work, he shall receive the higher rate for that classification retroactive to the first day of such work. Such designation to the employee shall be in writing.

For those employees designated below the higher rate shall be effective with the first day of such designation. It is agreed that someone will be designated for such additional compensation.

Acting Chief Custodian  
Acting Head Custodian  
Acting Head Supply/Material Senior Clerk  
Acting Head Groundskeeper  
Acting Lead Maintenance Mechanic  
Acting Night Supervisor

**Section 3** - Should the Board contemplate any change in classifications or the establishment of new classifications, such action shall not become final until there is full discussion with the Union. Classifications previously written into the contract shall remain in effect (see 1973-76 and 1976-79 contracts) with the exception that custodians are responsible for maintenance of the school grounds from the building to the sidewalks and this portion of the job description is eliminated from the groundsmen classification.

**Section 4** - Employees hired subsequent to August 7, 1996, who work in a higher classification or who are promoted to a higher paid classification shall receive the top pay rate of said position the Monday of the following two (2) week period upon assuming the position.

**ARTICLE 27**  
**FOUL WEATHER GEAR AND UNIFORMS**

The Board agrees to provide foul weather gear to custodians, bus mechanic, maintenance mechanics and groundsmen. Foul weather gear shall be defined as slickers (jackets), trousers, and boots (galoshes/overshoes). Throw away clothing will

be supplied to custodians involved in boiler cleaning. Winter jackets shall be supplied to the bus mechanics.

Three (3) clean uniforms will be supplied weekly to bus mechanics and the driver mechanic and two (2) clean uniforms weekly to grounds personnel and painters. The District will ensure that bus mechanics have five (5) clean uniforms on hand at all times. Short sleeve shirts will be supplied during the months of July and August. Coveralls shall be supplied to the maintenance mechanics. The type, style, and usage of the uniform and coveralls, and whether it shall be purchased or rented, will be determined by the District.

Bus Mechanics -

The District agrees to provide mechanics with a sub-zero winter coat which shall be replaced based on wear and tear. Such coats shall be in addition to jackets currently provided. The District will pay up to a cost of \$75.00 per mechanic.

Safety Work Shoes -

Bus Mechanics -

The District shall pay up to one hundred (\$100) dollars annually for the purchase of safety work shoes.

Mechanic/Grounds -

The District shall pay up to one hundred (\$100) dollars annually for the purchase of shoes worn during work.

**ARTICLE 28**  
**BUSINESS DAYS**

A maximum of four (4) paid days off per fiscal year for business shall be granted to regular full-time employees covered by this Agreement. Ten (10) month Transportation employees shall be entitled to a maximum of three (3) paid days.

Under extenuating circumstances, days may be extended beyond three (3) days at the discretion of the Superintendent of Schools. Prior written approval for a business day is required, except in cases of unforeseeable emergencies when it is impossible to submit a written request. Business days shall not be deducted from sick leave. (Refer to Appendix "E" for guidelines.)

One (1) of the three (3) Business Days will be eligible to be charged as a Personal Day.

**ARTICLE 29**  
**UNION MEETINGS**

The Board shall, upon formal request, permit the Union to hold authorized meetings in the school(s) of the District during non-working hours.

**ARTICLE 30**  
**BEREAVEMENT LEAVE**

**Section 1** - Three (3) paid days, absolute, shall be allowed for bereavement leave in the event of a death in the immediate family. These days shall be allowed on the occasion of each death in the immediate family and shall not be limited to three (3) per year, regardless of the number of deaths in the family. In unusual instances, and where the employee provides legitimate reasons for the need of up to a maximum of two (2) additional days for bereavement leave (maximum total of 5), such additional time may be granted upon approval of the Superintendent of Schools.

**Section 2** - The immediate family is defined to include parents, parents-in-law, brothers, sisters, spouse, children, grandparents, guardians, grandchildren or any relative living in the employee's household.

**Section 3** - In the event of a death of an employee's friend or relative not in his immediate family (who does not reside in his household) one day's leave shall be allowed, but shall be charged to sick leave.

**ARTICLE 31**  
**SHIFT DIFFERENTIAL**

All employees covered by this Agreement who are employed on the evening or night shift shall receive a pay differential equal to eight (8%) percent of their salary in 2004-2005. Effective July 1, 2005, employees who are employed on the evening or night shift shall receive a pay differential equal to nine (9%) percent of their salary.

**ARTICLE 32**  
**TRANSFERS IN SHIFTS**

**Section 1** - The Board agrees that except for emergencies an employee shall not be transferred from one building to another, or from one department to another department, or one shift to another shift, without prior discussion with the Union.

**Section 2** - Placement of evening shift employees on the day shift during summer vacations will be done only with the employee's approval. Any employee who agrees to this change in shift will not receive night shift differential for the summer period.

**Section 3** - District painters will work the evening shift when school is in session. At all other times when school is not in session, painters will work the day shift. Evening shift differential will be paid to the full-time painters when transferred to the day shift when schools are not in session.

### **ARTICLE 33** **MISCELLANEOUS**

**Section 1** - First Aid Kit The District shall maintain, readily accessible, a complete first aid kit.

**Section 2** - Bulletin Board The District shall furnish a bulletin board in each school for Union announcements and meeting notices.

**Section 3** - Sanitary Arrangements Soap, towels, and washing facilities shall be supplied by the District for all employees.

**Section 4** - Tools All special tools shall be supplied, maintained and replaced by the District, in accordance with current practice.

**Section 5** - Military Service Both parties agree that all statutes and valid regulations, relative to the reinstatement and employment of veterans, shall be observed with the same force and effect as if written into this Agreement.

**Section 6** - No Discrimination There shall be no discrimination against any present or future employee by reason of sex, race, creed, color, national origin or Union membership.

**Section 7** - Transportation Runs These shall be selected in accordance with Appendix "B."

**Section 8** - Labor Management Committee The parties agree to establish a labor management committee which shall meet regularly. Each party shall have an equal number of representatives on the committee.

**Section 9** - The unit shall have representation on the District calendar committee as well as District wide safety committee.

**ARTICLE 34**  
**LEAVES OF ABSENCE**

- Section 1** - Requests for unpaid leave days for up to ten (10) days may be granted by the Assistant Superintendent for Personnel upon submission of written request, provided the leave does not seriously inconvenience the District nor disrupt the operations of the District. Such request will not be unreasonably denied.
- Section 2** - Child Bearing - Under normal circumstances, the use of accumulated paid sick leave after delivery shall be limited to six (6) calendar weeks. Extension of the use of such paid sick leave beyond the six (6) week period will be contingent on the recommendation of the attending physician with verification by the District physician, if requested by Administration. Employee may elect to take sick time unpaid.
- Section 3** - Child Rearing An unpaid child care leave of absence shall be granted for a period of six (6) months which may be extended by the Board for up to twelve (12) months. Such request shall not be unreasonably denied.
- Section 4** - Medical Needs Personal medical leave shall be granted for a maximum of twelve (12) months, if medically necessary and upon documentation thereof.
- Section 5** - Non-Medical A leave of absence for non-medical need of the individual may be granted for a maximum of twelve (12) months. For such leave subsequent to July 1, 2001, a maximum of two such leaves will be granted during any five (5) year period.
- Section 6** - Child Bearing, Child Rearing and non-medical leaves require, where possible, a thirty day (30) advance written request and approval by the Board of Education. The thirty (30) day notice will be waived if there are extenuating circumstances that prohibit the employee from providing such notice. Written notification must be given to the Personnel Office at least fifteen (15) days prior to the end of the leave as to the individual's intent to return. A lack of such notice after the commencement of the fifteen (15) day period may result in the termination of employment with the District.
- Section 7** - All unit employees shall be eligible for leaves to be granted in accordance with the Family Medical Leave Act.



- Section 8** - An employee returning from leave will not be guaranteed to be returned to the same building assignment held at the time of the leave-taking, but shall be returned to the same shift and classification. The District may require medical documentation certifying that the employee is fit to return to work.
- Section 9** - It is understood that summer health insurance benefits are afforded to a ten-month employee provided they are employed with the District for the entire month of September. In the event an employee does not return in September and resigns employment, the employee shall be responsible for payment of the entire premium for the months of July, August and September (if employed for a partial month.) Any work performed during the summer months does not negate this provision.
- Section 10** - An employee on unpaid leave of absence accrues no sick leave credit or vacation credit. Seniority shall accrue during leaves in accordance with current practice.
- Section 11** - An employee on leave may not engage in other employment without prior written approval unless the employee had such employment at the time of the leave-taken.
- Section 12** - A written leave of absence for a period of one (1) year for full time Union business may be requested upon written notice of the Union. Such request shall not be unreasonably denied.
- Section 13** - All bargaining unit employees shall be entitled to the benefits of the above provisions.

**ARTICLE 35**  
**RE-PRIVATIZATION/SUB-CONTRACTING OF THE**  
**TRANSPORTATION DEPARTMENT**

The Memorandum of Agreement (Appendix "D") between the parties dated July 22, 1996, concerning privatization/subcontracting of the transportation department shall become an integral part of this agreement.

**ARTICLE 36**  
**JURY DUTY**

Regular full-time employees who are required to serve as jurors shall be granted leave with pay.

Shift employees called for jury duty are, in effect, assigned to day shift for the period of jury duty. Reimbursement for time spent on jury duty, excluding mileage allowance, shall be repaid to the District.

**ARTICLE 37**  
**SUBSTITUTES AND TEMPORARY SUMMER EMPLOYEES**

Employees hired by the District on a temporary basis whose employment is limited shall not be eligible for benefits. Rates of pay shall be established by Administration.

**ARTICLE 38**  
**REDUCTION OF STAFF**

Seniority as a principle shall govern in case of the necessity to reduce staff; provided, however, that the more senior employee who remains is capable of performing the then available work.

In the event that Civil Service rules and regulations are in conflict with the previous paragraph, Civil Service rules shall be followed.

**ARTICLE 39**  
**VACATION SHUT-DOWN PERIOD**

Employees will be required to take two (2) weeks of their vacation time when school is closed for student instruction. Example: Summer, spring, and winter recess periods, however, vacation time cannot be taken five (5) work days prior to the first day teachers report of school opening.

All vacation requests are subject to management approval. Reasonable request will be accommodated as long as a minimum of half the staff in a specific building will not be on vacation. Example: If there are four (4) UPSEU members on staff in a building, two (2) will be permitted to take vacation. Management also has the prerogative not to approve vacation requests if a building is left shorthanded. This article excludes bus drivers and bus matrons.

**ARTICLE 40**  
**CAR ALLOWANCE**

Those individuals entitled to car allowance shall receive one thousand fifty (\$1,050) dollars per year.

**ARTICLE 41**  
**TAYLOR LAW**

IT IS AGREED BY AND BETWEEN THE PARTIES, THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 42**  
**SICK LEAVE DONATION PROGRAM**

A sick leave donation program shall be implemented in the same manner and under the same terms as provided Teacher unit personnel, except that employees will not be required to reapply annually.

**ARTICLE 43**  
**MEAL ALLOWANCE**

Employees required to perform emergency snow removal work shall receive the following meal allowance:

Breakfast -	\$ 5.50
Lunch -	\$ 8.50
Dinner -	\$15.00


**ARTICLE 44**  
**DURATION OF AGREEMENT**

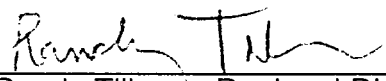
**Section 1** - The provisions of this Agreement shall be effective as of July 1, 2004 and shall remain in full force and effect until June 30, 2008.

**Section 2** - On or after January 15, 2008, either party may initiate negotiations over a successor Agreement by written notice to the other.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

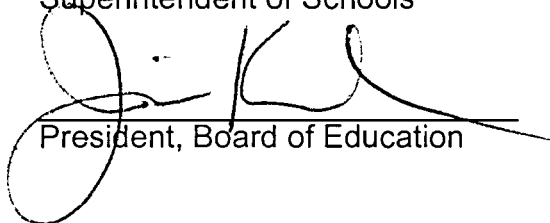
UNITED PUBLIC SERVICE  
EMPLOYEES UNION

  
\_\_\_\_\_  
Kevin E. Boyle, Jr., President

  
\_\_\_\_\_  
Randy Tillman, Regional Director

BOARD OF EDUCATION OF  
SOUTH HUNTINGTON  
UNION FREE SCHOOL  
DISTRICT

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President, Board of Education

**APPENDIX "A"**  
**SALARY SCHEDULES**  
**2004-2005 SALARY SCHEDULE**

improved by 3.5%

improved by 3.5%		NIGHT SUPERVISOR JHS, SUPPLY&MATERIAL CLERK, MAILPERSON, FT BUS DRIVER			NIGHT SUPER WWHS, DRIVER, MECHANIC			HD CUSTOD ELE/ADMIN/ TENANT BLD		HEAD GROUNDS		MAINTENANCE MECHANIC		BUS MECHANIC, HD CUSTODIAN WWHS	
STEF	CUSTODIAN	GROUNDS- KEEPER II		MAINTENANCE STOCK CLERK											
1	41,253	45,378	44,347	45,378	54,218	55,397	56,576	57,754	56,576						
2	42,432	46,675	45,614	46,675	54,218	55,397	56,576	57,754	56,576						
3	43,610	47,971	46,881	47,971	54,218	55,397	56,576	57,754	56,576						
4	44,789	49,268	48,148	49,268	54,218	55,397	56,576	57,754	56,576						
5	45,968	50,564	49,415	50,564	54,218	55,397	56,576	57,754	56,576						
6	47,146	51,861	50,682	51,861	54,218	55,397	56,576	57,754	56,576						

STEF	HD CUSTODIAN			NETWORK			10 MONTH	
	JHS & TENANT BLD,	CHIEF						
	SR. SUPPLY/	CUSTOD	BUILDING	LEAD MAINTEN	COMMUNIC	LEAD IMC		IMS
	MATERIAL CLK	WWHS	ATTENDANT	MECHANIC	SPECIALIST	TECH	IMC TECH	TECHNICIAN
1	58,933	61,290	44789	64,025	65,203	62,846	58,933	49,111
2	58,933	61,290	44789	64,025	65,203	62,846	58,933	49,111
3	58,933	61,290	44789	64,025	65,203	62,846	58,933	49,111
4	58,933	61,290	44789	64,025	65,203	62,846	58,933	49,111
5	58,933	61,290	44789	64,025	65,203	62,846	58,933	49,111
6	58,933	61,290	44789	64,025	65,203	62,846	58,933	49,111

9/2

**MR. JAMES J. ROMANELLI**  
**ASSISTANT SUPERINTENDENT**  
**SOUTH HUNTINGTON SCHOOLS**  
**60 WESTION STREET**  
**HUNTINGTON STATION, NY 11746**

**424 SALARY SCHEDULE**

2004/2005 YEAR		NIGHT SUPERVISOR JHS, SUPPLY&MATERIAL CLERK,		NIGHT SUPER		HD CUSTOD		BUS MECHANIC,	
STEP	CUSTODIAN	GROUND- KEEPER II	MAILPERSON, FT BUS DRIVER	MAINTENANCE STOCK CLERK	WWHS, DRIVER, MECHANIC	ELE/ADMIN/ TENANT BLD	HEAD GROUNDS	MAINTENANCE MECHANIC	HD CUSTODIAN WWHS
1	41,253	45,378	44,347	45,378	47,441	48,472	49,504	50,535	49,504
2	42,432	46,675	45,614	46,675	48,796	49,857	50,918	51,979	50,918
3	43,610	47,971	46,881	47,971	50,152	51,242	52,332	53,423	52,332
4	44,789	49,268	48,148	49,268	51,507	52,627	53,747	54,867	53,747
5	45,968	50,564	49,415	50,564	52,863	54,012	55,161	56,310	55,161
6	47,146	51,861	50,682	51,861	54,218	55,397	56,576	57,754	56,576

HD CUSTODIAN JHS & TENANT BLD,		NIGHT SUPER		HD CUSTOD		BUS MECHANIC,	
STEP	SR. SUPPLY/ MATERIAL CL	CHIEF CUSTOD WWHS	BUILDING ATTENDANT	LEAD MAINTEN MECHANIC	NETWORK COMMUNIC SPECIALIST	LEAD IMC TECH	10 MONTH IMC TECH MC TECHNICIAN
1	51,566	53,629	39,190	56,022	57,053	54,990	51,566 42,972
2	53,040	55,161	40,310	57,622	58,683	56,561	53,040 44,200
3	54,513	56,693	41,430	59,223	60,313	58,133	54,513 45,427
4	55,986	58,226	42,550	60,823	61,943	59,704	55,986 46,655
5	57,460	59,758	43,669	62,424	63,573	61,275	57,460 47,883
6	58,933	61,290	44,789	64,025	65,203	62,846	58,933 49,111



# 424 SALARY SCHEDULE

2005/2006 YEAR		NIGHT SUPERVISOR JHS, SUPPLY&MATERIAL CLERK,		NIGHT SUPER		HD CUSTOD		BUS MECHANIC,	
STEP	CUSTODIAN	GROUND- KEEPER II	MAILPERSON, FT BUS DRIVER	MAINTENANCE STOCK CLERK	DRIVER, MECHANIC	ELE/ADMIN/ TENANT BLD	HEAD GROUNDS	MAINTENANCE MECHANIC	HD CUSTODIAN WWHS
1	42,697	48,034	45,899	46,967	49,101	50,169	52,304	53,371	51,236
2	43,917	49,406	47,211	48,308	50,504	51,602	53,798	54,896	52,700
3	45,137	50,779	48,522	49,650	51,907	53,036	55,292	56,421	54,164
4	46,357	52,151	49,833	50,992	53,310	54,469	56,787	57,946	55,628
5	47,577	53,524	51,145	52,334	54,713	55,902	58,281	59,471	57,092
6	48,796	54,896	52,456	53,676	56,116	57,336	59,776	60,996	58,556

STEP	HD CUSTODIAN JHS & TENANT BLD,	CHIEF CUSTOD WWHS	BUILDING ATTENDANT	LEAD MAINTEN MECHANIC	NETWORK COMMUNIC SPECIALIST	LEAD IMC TECH	10 MONTH	
	SR. SUPPLY/ MATERIAL CL						IMC TECH	MC TECHNICIAN
1	53,371	55,506	40,562	59,050	59,050	56,915	53,371	44,476
2	54,896	57,092	41,721	60,737	60,737	58,541	54,896	45,747
3	56,421	58,678	42,880	62,424	62,424	60,167	56,421	47,017
4	57,946	60,264	44,039	64,111	64,111	61,793	57,946	48,288
5	59,471	61,849	45,198	65,798	65,798	63,420	59,471	49,559
6	60,996	63,435	46,357	67,485	67,485	65,046	60,996	50,830





# 424 SALARY SCHEDULE

2006/2007 YEAR									
STEP	CUSTODIAN	NIGHT SUPERVISOR JHS, SUPPLY&MATERIAL CLERK, GROUNDS- KEEPER II	MAILPERSON, FT BUS DRIVER	MAINTENANCE STOCK CLERK	NIGHT SUPER WWHS, DRIVER, MECHANIC	HD CUSTOD ELE/ADMIN/ TENANT BLD	HEAD GROUNDS	MAINTENANCE MECHANIC	BUS MECHANIC, HD CUSTODIAN WWHS
1	44,191	49,715	47,506	48,610	50,820	51,925	54,134	55,239	53,030
2	45,454	51,136	48,863	49,999	52,272	53,408	55,681	56,817	54,545
3	46,716	52,556	50,220	51,388	53,724	54,892	57,228	58,396	56,060
4	47,979	53,976	51,578	52,777	55,176	56,375	58,774	59,974	57,575
5	49,242	55,397	52,935	54,166	56,628	57,859	60,321	61,552	59,090
6	50,504	56,817	54,292	55,555	58,080	59,343	61,868	63,130	60,605

STEP	HD CUSTODIAN JHS & TENANT BLD, SR. SUPPLY/ MATERIAL CL	CHIEF CUSTOD WWHS	BUILDING ATTENDANT	LEAD MAINTEN MECHANIC	NETWORK COMMUNIC SPECIALIST	LEAD IMC TECH	10 MONTH IMC TECH MC TECHNICIAN
1	55,239	57,449	41,982	61,117	61,117	58,907	55,239 46,033
2	56,817	59,090	43,181	62,863	62,863	60,590	56,817 47,348
3	58,396	60,731	44,381	64,609	64,609	62,273	58,396 48,663
4	59,974	62,373	45,580	66,355	66,355	63,956	59,974 49,978
5	61,552	64,014	46,780	68,101	68,101	65,639	61,552 51,293
6	63,130	65,656	47,979	69,847	69,847	67,322	63,130 52,609



#### 424 SALARY SCHEDULE

2007/2008 YEAR									
STEP	CUSTODIAN	NIGHT SUPERVISOR JHS, GROUND-      SUPPLY&MATERIAL CLERK, KEEPER II      MAILPERSON, FT BUS DRIVER	NIGHT SUPER WWHS, DRIVER, MECHANIC	HD CUSTOD ELE/ADMIN/ TENANT BLD	HEAD GROUND	MAINTENANCE MECHANIC	BUS MECHANIC, HD CUSTODIAN WWHS		
1	45,627	51,331	49,050	50,190	52,472	53,612	55,894	57,034	54,753
2	46,931	52,798	50,451	51,624	53,971	55,144	57,491	58,664	56,317
3	48,235	54,264	51,852	53,058	55,470	56,676	59,088	60,293	57,882
4	49,538	55,731	53,254	54,492	56,969	58,208	60,685	61,923	59,446
5	50,842	57,197	54,655	55,926	58,468	59,739	62,282	63,553	61,010
6	52,146	58,664	56,057	57,360	59,968	61,271	63,878	65,182	62,575
STEP	HD CUSTODIAN JHS & TENANT BLD, SR. SUPPLY/ MATERIAL CL differential 25%	CHIEF CUSTOD WWHS differential 30%	BUILDING ATTENDANT 95% of Base salary	LEAD MAINTEN MECHANIC differential 38.3%	NETWORK COMMUNIC SPECIALIST differential 38.3%	LEAD IMC TECH differential 33.3%	IMC TECH differential 25%	10 MONTH MC TECHNICIAN	
1	57,034	59,316	43,346	63,103	63,103	60,821	57,034	47,529	
2	58,664	61,010	44,585	64,906	64,906	62,559	58,664	48,887	
3	60,293	62,705	45,823	66,709	66,709	64,297	60,293	50,245	
4	61,923	64,400	47,062	68,512	68,512	66,035	61,923	51,603	
5	63,553	66,095	48,300	70,315	70,315	67,772	63,553	52,960	
6	65,182	67,789	49,538	72,118	72,118	69,510	65,182	54,318	



# Salary schedule

## 2004/2005 YEAR

STEP	30 Passeng P/T Suburban or Larger Bus Drivers	Bus Matrons
1	17.71	15.60
2	18.31	16.21
3	18.91	16.81
4	19.51	17.41
5	20.11	18.01
6		18.01
		12.47

## 2005/2006 YEAR

STEP	30 Passeng P/T Suburban or Larger Bus Drivers	Bus Matrons
1	18.33	16.15
2	18.95	16.78
3	19.57	17.40
4	20.19	18.02
5	20.81	18.64
6		18.64
		12.91

## 2006/2007 YEAR

STEP	30 Passeng P/T Suburban or Larger Bus Drivers	Bus Matrons
1	18.97	16.71
2	19.61	17.36
3	20.26	18.01
4	20.90	18.65
5	21.54	19.29
6		19.29
		13.36

## 2007/2008 YEAR

STEP	30 Passeng P/T Suburban or Larger Bus Drivers	Bus Matrons
1	19.59	17.25
2	20.25	17.93
3	20.92	18.59
4	21.58	19.26
5	22.24	19.92
6		19.92
		13.39
		13.79



## 2005-2006 SALARY SCHEDULE

improved by 3.5%

STEP	CUSTODIAN	NIGHT SUPERVISOR JHS, SUPPLY&MATERIAL CLERK, GROUND- KEEPER II	MAILPERSON, FT BUS DRIVER	MAINTENANCE STOCK CLERK	NIGHT SUPER WWHS, DRIVER, MECHANIC	HD CUSTOD ELE/ADMIN/ TENANT BLD	HEAD GROUNDS	MAINTENANCE MECHANIC	BUS MECHANIC, HD CUSTODIAN WWHS
1	42,697	48,034	45,899	53,676	56,116	57,336	59,776	60,996	58,556
2	43,917	49,406	47,211	53,676	56,116	57,336	59,776	60,996	58,556
3	45,137	50,779	48,522	53,676	56,116	57,336	59,776	60,996	58,556
4	46,357	52,151	49,833	53,676	56,116	57,336	59,776	60,996	58,556
5	47,577	53,524	51,145	53,676	56,116	57,336	59,776	60,996	58,556
6	48,796	54,896	52,456	53,676	56,116	57,336	59,776	60,996	58,556

STEP	HD CUSTODIAN JHS & TENANT BLD, SR. SUPPLY/ MATERIAL CLK	CHIEF CUSTOD WWHS	BUILDING ATTENDANT	LEAD MAINTEN MECHANIC	NETWORK COMMUNIS SPECIALIST	LEAD IMC TECH	IMC TECH	10 MONTH IMS TECHNICIAN
1	60,996	63,435	46,357	67,485	67,485	65,046	60,996	50,830
2	60,996	63,435	46,357	67,485	67,485	65,046	60,996	50,830
3	60,996	63,435	46,357	67,485	67,485	65,046	60,996	50,830
4	60,996	63,435	46,357	67,485	67,485	65,046	60,996	50,830
5	60,996	63,435	46,357	67,485	67,485	65,046	60,996	50,830
6	60,996	63,435	46,357	67,485	67,485	65,046	60,996	50,830



## 2006-2007 SALARY SCHEDULE

improved by 3.5%

		NIGHT SUPERVISOR JHS, SUPPLY&MATERIAL CLERK,			NIGHT SUPER					BUS MECHANIC, HD CUSTODIAN	
STEP	CUSTODIAN	HEADS- KEEPER II	MAILPERSON, FT BUS DRIVER	MAINTENANCE STOCK CLERK	WWHS, DRIVER, MECHANIC	HD CUSTOD ELE/ADMIN/ TENANT BLD	HEAD GROUNDS	MAINTENANCE MECHANIC			
1	44,191	49,715	47,506	55,555	58,080	59,343	61,868	63,130		60,605	
2	45,454	51,136	48,863	55,555	58,080	59,343	61,868	63,130		60,605	
3	46,716	52,556	50,220	55,555	58,080	59,343	61,868	63,130		60,605	
4	47,979	53,976	51,578	55,555	58,080	59,343	61,868	63,130		60,605	
5	49,242	55,397	52,935	55,555	58,080	59,343	61,868	63,130		60,605	
6	50,504	56,817	54,292	55,555	58,080	59,343	61,868	63,130		60,605	
		HD CUSTODIAN JHS & TENANT BLD, SR. SUPPLY/ MATERIAL CLK			NETWORK COMMUNIC SPECIALIST		LEAD IMC TECH			10 MONTH IMS TECHNICIAN	
STEP		CHIEF CUSTOD WWHS	BUILDING ATTENDANT	LEAD MAINTEN MECHANIC							
1	63,130	65,656	47,979	69,847	69,847	67,322	63,130	52,609			
2	63,130	65,656	47,979	69,847	69,847	67,322	63,130	52,609			
3	63,130	65,656	47,979	69,847	69,847	67,322	63,130	52,609			
4	63,130	65,656	47,979	69,847	69,847	67,322	63,130	52,609			
5	63,130	65,656	47,979	69,847	69,847	67,322	63,130	52,609			
6	63,130	65,656	47,979	69,847	69,847	67,322	63,130	52,609			

## 2007-2008 SALARY SCHEDULE

improved by 3.5%

STEP	CUSTODIAN	NIGHT SUPERVISOR JHS, SUPPLY&MATERIAL CLERK,			NIGHT SUPER		HEAD GROUNDS	MAINTENANCE MECHANIC	BUS MECHANIC, HD CUSTODIAN WWHS
		GROUND- KEEPER II	MAILPERSON, FT BUS DRIVER	MAINTENANCE STOCK CLERK	WWHS, DRIVER, MECHANIC	HD CUSTOD ELE/ADMIN/ TENANT BLD			
1	45,627	51,331	49,050	57,360	59,968	61,271	63,878	65,182	62,575
2	46,931	52,798	50,451	57,360	59,968	61,271	63,878	65,182	62,575
3	48,235	54,264	51,852	57,360	59,968	61,271	63,878	65,182	62,575
4	49,538	55,731	53,254	57,360	59,968	61,271	63,878	65,182	62,575
5	50,842	57,197	54,655	57,360	59,968	61,271	63,878	65,182	62,575
6	52,146	58,664	56,057	57,360	59,968	61,271	63,878	65,182	62,575

STEP	HD CUSTODIAN		BUILDING ATTENDANT	LEAD MAINTEN MECHANIC	NETWORK COMMUNIC SPECIALIST	LEAD IMC TECH	IMC TECH	10 MONTH IMS TECHNICIAN
	JHS & TENANT BLD, SR. SUPPLY/	CHIEF CUSTOD WWHS						
	MATERIAL CLK							
1	65,182	67,789	49,538	72,118	72,118	69,510	65,182	54,318
2	65,182	67,789	49,538	72,118	72,118	69,510	65,182	54,318
3	65,182	67,789	49,538	72,118	72,118	69,510	65,182	54,318
4	65,182	67,789	49,538	72,118	72,118	69,510	65,182	54,318
5	65,182	67,789	49,538	72,118	72,118	69,510	65,182	54,318
6	65,182	67,789	49,538	72,118	72,118	69,510	65,182	54,318

**BUS DRIVERS/MATRONS  
2004-2005 SALARY SCHEDULE**

improved by 3.5%

STEP	30 Passenger or Larger	P/T Surburban Bus Drivers	Bus Matrons
1	17.71	15.60	10.47
2	18.31	16.21	10.87
3	18.91	16.81	11.27
4	19.51	17.41	11.67
5	20.11	18.01	12.07
6			12.47

**BUS DRIVERS/MATRONS  
2005-2006 SALARY SCHEDULE**

improved by 3.5%

STEP	30 Passenger or Larger	P/T Surburban Bus Drivers	Bus Matrons
1	18.33	16.15	10.91
2	18.95	16.78	11.31
3	19.57	17.4	11.71
4	20.19	18.02	12.11
5	20.81	18.64	12.51
6			12.91

**BUS DRIVERS/MATRONS  
2006-2007 SALARY SCHEDULE**

improved by 3.5%

STEP	30 Passenger or Larger	P/T Suburban Bus Drivers	Bus Matrons
1	18.97	16.71	11.36
2	19.61	17.36	11.76
3	20.26	18.01	12.16
4	20.90	18.65	12.56
5	21.54	19.29	12.96
6			13.36

**BUS DRIVERS/MATRONS  
2007-2008 SALARY SCHEDULE**

improved by 3.25%

STEP	30 Passenger or Larger	P/T Suburban Bus Drivers	Bus Matrons
1	19.59	17.25	11.79
2	20.25	17.93	12.19
3	20.92	18.59	12.59
4	21.58	19.26	12.99
5	22.24	19.92	13.39
6			13.79

**New Hire - Operations and Maintenance Employees** —Newly hired employees shall be hired at 12.5% less than the top rate of pay. Thereafter, such employees shall receive in addition to across-the-board wage increases, 2.5% after each year of employment, until he reaches top pay after sixty (60) months of employment. Such increases after each year of employment shall be effective the first Monday of the following two week pay period.

**New Hire - Drivers** - New hire rate of pay for Bus Drivers and the rate of pay and progression of Drivers thereafter hired shall be as set forth in the Memorandum of Agreement between the parties dated September 16, 2000. Said Agreement shall be deemed incorporated herein.

**Matrons** - Newly hired matrons shall be hired at \$2.00 per hour less than the top rate of pay for their respective classification. Thereafter, such employees shall receive 40¢ per hour after each year of employment until they reach top rate after completing five (5) years of employment. These increases shall be in addition to the across the board wage increases.

The above driver/matron increases after each year of employment shall be effective the first Monday of the following two week pay period.

- \*\* Schedule rates shall be prorated for those employees who are employed for less than a twelve (12) month year at 40 hours per week.
- \*\*\* Part-time bus driver time worked in excess of assigned package shall be paid in ¼ hour (15 minutes) segments.

**APPENDIX "B"**  
**PROCEDURES FOR BIDDING TRANSPORTATION RUNS**

- Section 1** - All transportation runs will be posted for bid once a year, including the position of stand-by driver\*, no later than the final week of August. During the month of June, the Transportation Supervisor will post the dates when bidding will occur in August. The individual is responsible for bidding in August or advising the Transportation Office of their general wishes and granting their proxy so that they can be assigned a run during the bidding process if they cannot physically appear on the bid dates specified.
- Section 2** - Any increase in transportation run hours or dollars shall be posted for bid.
- Section 3** - Bidding shall be in order of full-time, part-time (less than 40 hours/week) seniority, based on the last date of employment. Service time broken by termination shall not count towards seniority.
- Section 4** - Individuals who relinquish a portion of their assignment during the year for any reason must give up the total assignment (all tours of duty).
- Section 5** - Open bus routes during the year will be posted. Subsequent openings created by movement within the driver staff will also be posted. The Transportation Supervisor will assign the open run(s) until bidding procedures are completed. Posting of open positions will be for a two (2) day period.

Individuals who bid for open runs with fewer or the same hours will be limited to one (1) change per year.

- Section 6** - The selection of bus runs shall be as follows:
- a. Five (5) hour guaranteed packages (2.5 hrs a.m. - 2.5 hrs p.m.) and five and three quarter hour guaranteed packages (2.5 hrs a.m. - 3.15 hrs. p.m.) If a p.m. kindergarten is included. All packages shall be established by Administration and drawn by seniority.
  - b. Midday routes shall be established as individual routes by administration and drawn by seniority.
  - c. Sunday charters will be assigned as of July 1 each year on a continuous, rotating basis by seniority except drivers who start during the year will not be added to the rotation until completion of their probationary period.

- d. If additional midday runs or hours occur during the year, only those drivers who are free for total period can bid.

**Section 7** - In the event an open position has no bidders, the Transportation Supervisor will assign the run or tours at his discretion.

**Section 8** - Intramural bus runs will be bid as a package as determined by the District. Bidding will be as described in 3 and 6 above.

**Section 9** - After November 1, changes or additions to the package will be given to the lowest senior driver, when feasible.

**Section 10** - Bus drivers with a Class 2 license may bid for either a large bus (30 passengers+) or a van. However, the following rules apply:

- a. Drivers with a Class 2 license hired after December 1, 1979, cannot apply to drive a van.
- b. Drivers employed prior to December 1, 1979 who are driving large buses (30 passengers+) may select van runs but his number is limited to 2, in any one year.
- c. Transportation supervision may require van drivers with Class 2 licenses to drive large buses (30 passengers+), if needed.

#### Definitions

\* Stand-by driver - one whose assignment is for six (6) hours per day. Duties also include washing and cleaning buses, and miscellaneous functions as required and directed. Work hours shall be 7:00 a.m. - 9:30 a.m. and 1:00 p.m. - 4:30 p.m.

Substitute driver - one who is intermittently asked to work when drivers are needed to cover runs due to illness, vacation, etc.

**APPENDIX "C"**

**RETIREE HEALTHCARE CONTRACT/  
SOUTH HUNTINGTON SCHOOL DISTRICT /EMPLOYEE**

The South Huntington School District has agreed with the representatives of the United Public Service Employees Union, to provide \_\_\_\_\_, who has given long and faithful service to our District, an assurance that he will receive medical insurance coverage to him during his retirement years. It is for this reason that this contract is provided to you.

This agreement is provided to you as a unit member of the United Public Service Employees Union, who has elected retirement under the terms of the New York State Employees' Retirement System and who has been an employee working for the District on a continuous basis the equivalent of ten (10) years of full time employee status (based on an eight hour work day). You are entitled to health insurance coverage into retirement, such coverage is set forth under the terms of the July 1, 2004 through June 30, 2008 negotiated Agreement between the United Public Service Employees Union, and South Huntington School District which is intended to guarantee you healthcare coverage for the term of your life.

You shall be entitled to family coverage if said coverage was in existence at the time of retirement. Family coverage will be converted to individual when dependents at the time of retirement are no longer eligible.

You are to consider this contract as the assurance cited within the collective bargaining contract provision which provided for the commitment of South Huntington School District to maintain, health insurance coverage throughout the term of your retirement years.

\_\_\_\_\_  
Superintendent of Schools or Designee

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date



**APPENDIX "D"**

**MEMORANDUM OF AGREEMENT  
RE-PRIVATIZATION/SUB-CONTRACTING OF THE  
TRANSPORTATION DEPARTMENT**

Subject to ratification of the 1995-2000 contractual agreement, the South Huntington Board of Education and the United Public Service Employees Union, agree as follows:

The District will not contract out District transportation services provided by the District drivers, matrons and mechanics and shall maintain the District run transportation program at the level in effect on the date of this letter subject to the following:

- 1) The District's budget, as approved on May 21, 1996 for 1996/97, includes the purchase of two (2) new buses/vans as previously agreed to by the parties.
- 2) The District shall incorporate in the bond issue to be presented to the District's residents in the near future (1996-97) sufficient monies to insure long-term purchases of buses to replace its aging fleet enabling the District to continue to provide the current level of District transportation. Any resubmitted bond issue may include monies as set forth herein.
- 3) In the event the bond issue (2 above) is not approved, the District will incorporate into the 1997/98 budget monies to purchase two (2) buses. The District shall be permitted, subsequent to a 1996/97 bond issues failure to retire at its option buses as they become no longer capable of transporting children. Drivers in seniority order affected by the retiring of buses and the contracting out of specific runs associated with such action will be offered work by the contractor but subject to contractor approval. The District shall vigorously support the hiring of District employees by the contractor assuming such work.
- 4) Should the reduction of buses due to aging reach a level of 35% of the current total fleet (Buses 28, Vans, sixteen (16) or less, the District may privatize/sub-contract the public service Transportation Department operation in its entirety or parts thereof. The District notwithstanding the minimum fleet provision set forth herein shall not privatize/sub-contract its public service transportation not currently contracted out through June 30, 2000. This specific provision (4) shall only become operable if the bond issue is rejected by the District's residents.

\_\_\_\_\_  
Kevin E. Boyle, Jr., President

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Sandy McElearney

\_\_\_\_\_  
Board of Education, President

Date: \_\_\_\_\_

**APPENDIX "E"**  
**GUIDELINES FOR BUSINESS DAYS**

**GROUP A: Activities for Which Business Days Will Be Granted**

1. Child's departure for and arrival from overseas military service
2. House Closing
3. Compulsory court attendance
4. Business with Bureau of Internal Revenue when requested to appear.
5. Religious days

**GROUP B: Activities for Which Business Days Will Need Justification**

1. Transporting children to and from college at the beginning or end of an academic year
2. Attend graduation of children in college or academy
3. Conference with attorney
4. Moving (one day only)
5. Child's confirmation or communion

**GROUP C: Emergency Situation for Which Business Day Will Be Granted**

1. Disaster threatening safety of house or occupants. Examples: fire, fuel or water leaks due to frozen or broken pipes. Repairs after safety measures have been instituted are not covered by Business Day.

**GROUP D: Personal Day**

Limited to one (1) day.

